

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
EFFECTIVE DATE:	05/31/2005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midway Games West Inc.		05/31/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, Inc., as Agent		
Street Address:	2450 Colorado Avenue		
Internal Address:	Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	78586375	CHAMPIONSHIP SPRINT	
Serial Number:	78586574	CYBERBALL 2072	
Serial Number:	78531510	GAUNTLET SEVEN SORROWS	
Serial Number:	78422016	HAVEN: CALL OF THE KING	
Serial Number:	78586397	PIT-FIGHTER	
Serial Number:	78582064	RAMPART	
Serial Number:	78582046	ROADBLASTERS	
Serial Number:	78582390	S.T.U.N. RUNNER	
Serial Number:	78582419	SAN FRANCISCO RUSH 2049	
Serial Number:	78582409	SAN FRANCISCO RUSH: THE ROCK ALCATRAZ EDITION	
Serial Number:	78582021	SUPER SPRINT	
Serial Number:	78581977	TOOBIN'	

OP \$365.00 78586375

900028609

TRADEMARK
REEL: 003124 FRAME: 0167

Serial Number:	78581867	VINDICATORS
Serial Number:	78586647	XYBOTS

CORRESPONDENCE DATA

Fax Number: (312)863-7812

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: nathaniel.panek@goldbergkohn.com

Correspondent Name: Nathaniel Panek

Address Line 1: 55 East Monroe

Address Line 2: Suite 3700

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:

Nathaniel Panek

Signature:

/nathaniel panek/

Date:

07/20/2005

Total Attachments: 6

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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement, dated as of May 31, 2005 (this "Amendment"), is by and between **MIDWAY GAMES WEST INC.**, a California corporation ("Grantor"), and **WELLS FARGO FOOTHILL, INC.**, a California corporation ("Agent"), as administrative agent for the Lenders.

WITNESSETH:

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement, dated as of March 3, 2004 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement"), entered into in connection with that certain Loan and Security Agreement, dated March 3, 2004, among Agent, Lenders, Midway Home Entertainment Inc., a Delaware corporation, and Midway Amusement Games, LLC, a Delaware limited liability company (the "Loan Agreement"; capitalized terms not otherwise defined herein having the definitions provided therefor in the Loan Agreement); and

WHEREAS, Grantor and Agent have agreed to amend the Trademark Security Agreement in the manner specifically set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark Security Agreement. The Trademark Security Agreement is amended as follows:

(a) Schedule A to the Trademark Security Agreement shall be amended by adding the items set forth under the headings "Trademark Registrations" and "Trademark Applications" on Exhibit A hereto to Schedule A to the Trademark Security Agreement under the headings "Trademark Registrations" and "Trademark Applications" as applicable.

2. Miscellaneous.

(a) Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

(c) Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS. WHENEVER POSSIBLE, EACH PROVISION OF THIS

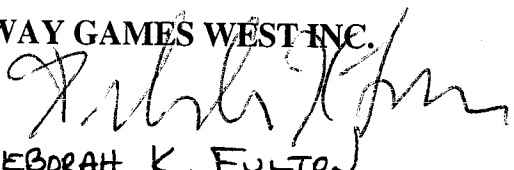
AMENDMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AMENDMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AMENDMENT.

* * * *

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

GRANTOR:

MIDWAY GAMES WEST INC.


By DEBORAH K. FULTON
Its VICE PRESIDENT and SECRETARY

AGENT:

WELLS FARGO FOOTHILL, INC., as Agent

By _____
Its _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

GRANTOR:

MIDWAY GAMES WEST INC.

By _____
Its _____

AGENT:

WELLS FARGO FOOTHILL, INC., as Agent

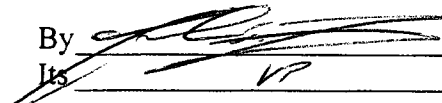
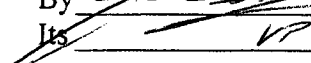
By  _____
Its  VP _____

EXHIBIT A

TRADEMARK REGISTRATIONS

[none]

TRADEMARK APPLICATIONS

Mark	Serial No.	Application Date
CHAMPIONSHIP SPRINT	78/586375	3/14/05
CYBERBALL 2072	78/586574	3/14/05
GAUNTLET SEVEN SORROWS	78/531510	12/13/04
HAVEN: CALL OF THE KING	78/422016	5/20/04
PIT-FIGHTER	78/586397	3/14/05
RAMPART	78/582064	3/7/05
ROADBLASTERS	78/582046	3/7/05
S.T.U.N. RUNNER	78/582390	3/8/05
SAN FRANCISCO RUSH 2049	78/582419	3/8/05
SAN FRANCISCO RUSH: THE ROCK ALCATRAZ EDITION	78/582409	3/8/05
SUPER SPRINT	78/582021	3/7/05
TOOBIN'	78/581977	3/7/05
VINDICATORS	78/581867	3/7/05
XYBOTS	78/586647	3/14/05